

RESOLUTION NO. 4 5 3 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CONVERSION TO, AND SALE OF AUBURN POLICE CANINE GUNNER AS SURPLUS PROPERTY OF THE CITY OF AUBURN

WHEREAS, City of Auburn Police Canine Officer Jamie Douglas has ended this assignment; and

WHEREAS, the City of Auburn Police Department has evaluated Officer Douglas's Police Service Dog, Gunner, and has determined that it is best to retire the dog instead of trying to train the dog to a new officer; and

WHEREAS, Officer Douglas has expressed the desire to acquire sole and exclusive ownership of Gunner; and

WHEREAS, there is an understanding between Canine Handling Officers and the City of Auburn that at conclusion of a Police Service Dog's usefulness, the City will sell the Police Service Dog to its Canine Handling Officer and his or her family for the sum of one dollar and no/100 (\$1.00).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City of Auburn has determined that Canine Gunner has reached the end of a reasonable service period and therefore determined that the property status of said canine should be surplussed and should be sold consistent with the understanding and practice between the City and Canine Handlers, to Auburn City Police Officer Jamie Douglas for the amount of one

dollar and no/100 (\$1.00) upon execution of the sale and waiver agreement as described in Exhibit A attached hereto and incorporated herein by this reference.

Section 2. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF AUBURN

Peter B. Lewis
Mayor

ATTEST:

Danielle E. Daskam
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid
City Attorney

SALE AND HOLD HARMLESS AGREEMENT

This Agreement is entered into between the City of Auburn, its agents, employees and assigns (hereafter referred to as the "City") and Jamie Douglas (hereafter referred to as "Douglas"), their heirs and assigns.

Police dog GUNNER, having come to the end of his service duty, may be purchased by his handler, Douglas for the sum of one dollar (\$1.00). Douglas seeks to purchase GUNNER under the terms of this Agreement and the City seeks to relieve itself of ownership of GUNNER and any potential exposure to additional costs and/or other issues that may arise during the remainder of GUNNER's life.

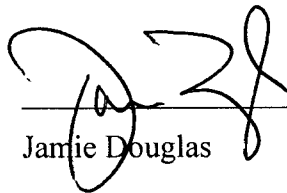
Douglas acknowledges and agrees that the City has no basis upon which to render any warranty or guarantee regarding GUNNER's suitability for non-lawenforcement activities, including suitability as a traditional pet or suitability for any particular purpose, and accordingly the City offers no warranty or guarantee and disclaims any warranty in law or equity that might otherwise accompany a sale. Douglas voluntarily accepts these conditions and disclaimers.

For sufficient consideration, including Douglas's payment under the terms of this Agreement and the City's agreement to sell GUNNER in lieu of other means of disposal and for other consideration as set forth in this Agreement, Douglas agrees to release, acquit and forever discharge the City of and from any and all actions, causes of action, claims, demands, claims for attorney's fees, or other claims of any variety on account of or in any way arising out of Douglas's ownership of GUNNER. Douglas specifically acknowledges that the sale of GUNNER is "as is" that the City has not agreed to provide any further care or treatment for GUNNER as a condition of sale, and agrees he will not make any claim against the City after the sale for anything associated with GUNNER's medical or other needs or conditions, whether those needs and conditions occurred prior to or after this sale.

Douglas agrees the Gunner is solely his property and that he bears full responsibility for Gunner's care, behavior and actions from the time of purchase forward.

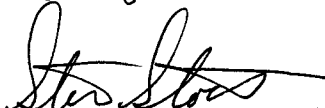
By signing this Agreement Douglas acknowledges that he has executed this Agreement of his own free will and is a voluntary act.

Signed 21st day of SEPTEMBER, 2009, at Auburn, WA.



Jamie Douglas

Signed 21 day of September, 2009, on behalf of the City of Auburn.



By: Steve Stocker

Its: